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Attorneys for Defendants
David J. Lujan, Anna B. Lujan and
INOKO LLC

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

STACY MONIZ)	CIVIL NO.: 14 CV 00465 DKW-RLP
)	
Plaintiff,)	DEFENDANTS DAVID J. LUJAN,
)	ANNA B. LUJAN AND INOKO LLC'S
vs.)	ANSWER TO FIRST AMENDED
DAVID J. LUJAN; ANNA B.)	COMPLAINT, FILED ON OCTOBER 13,
LUJAN; INOKO LLC, a Hawaii)	2014; DEMAND FOR JURY TRIAL;
limited liability company and DOE)	CERTIFICATE OF SERVICE
DEFENDANTS 1-20,)	
)	
Defendants.)	
)	

DEFENDANTS DAVID J. LUJAN, ANNA B. LUJAN AND
INOKO LLC'S ANSWER TO FIRST AMENDED COMPLAINT,
FILED ON OCTOBER 13, 2014

Come now Defendants David J. Lujan, Anna B. Lujan, and Inoko LLC, by
and through their attorneys, Rosenberg & McKay, and for an Answer to the First

Amended Complaint filed on October 13, 2014 (the “Complaint”), hereby affirms, avers, and responds as follows:

FIRST DEFENSE

1. The Complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

2. As to paragraph 1 of the Complaint, Defendants lack complete information as to the matters alleged and therefore deny the same and leave Plaintiff to his proof.

3. As to paragraph 3 of the Complaint, Defendants assert that the referenced governmental records speak for themselves.

4. As to paragraphs 7 and 8, Defendants admit that Plaintiff provided certain services in Guam. Defendants deny the remaining allegations contained in said paragraphs and leave Plaintiff to his proof.

5. As to paragraph 23, Defendants admit that certain law firms worked with Defendant David J. Lujan. Defendants leave Plaintiff to his proof as to the remaining allegations of said paragraph.

6. Defendants deny the allegations contained in paragraphs 11, 12, 13, 17, 18, 19, 20, 21, 22, 24, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 (first paragraph numbered “37” under section III), 38, 39, 40, 42, 43, 45, 47, 48, 50, 51,

52, 53, 54, 55, 57, 58, 59, 60, 61, 62, 64, 65, 66, 67, 68, 69, 71, 72, 73, 75, 76, 77, 78, 79, 81, 82, 84, 85, and 86 of the First Amended Complaint.

4. Defendants are without information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraphs 4 and 25 of the First Amended Complaint and therefore, deny said allegations leaving Plaintiff to his proof.

5. As to paragraph 2 of the First Amended Complaint, Defendants admit that David and Anna Lujan are husband and wife, United States citizens, and citizens of the Territory of Guam. Defendants further admit owning the referenced property at 3016 Hoaloha Place. Defendants deny the remaining allegations of said paragraph.

6. As to paragraph 5 of the First Amended Complaint, Defendants assert that the agreement between Defendant Lujan and Plaintiff whereby Plaintiff began paralegal work for Defendant Lujan occurred in Guam while Plaintiff and Defendant Lujan were present in Guam. At all times relevant, Plaintiff sent his invoices to Guam and payments on said invoices were made from Guam. Defendants deny the remaining allegations of said paragraph.

7. As to paragraph 6 of the First Amended Complaint, Defendants admit that a conversation took place in Guam between Defendant Lujan and Plaintiff

regarding Plaintiff performing paralegal work relating to the Hillbloom matter described. Defendants deny the remaining allegations of said paragraph.

8. As to paragraphs 9 and 10 of the First Amended Complaint, Defendants admit that a conversation took place in Guam between Defendant Lujan and Plaintiff regarding Plaintiff performing paralegal work relating to the Hillbloom matter described. Plaintiff claimed that a proposed \$100 per hour rate would constitute a discount from his “regular rate” of \$150 per hour. Defendants deny the remaining allegations of said paragraphs.

9. As to paragraph 14 of the First Amended Complaint, Defendants admit that Plaintiff reviewed documents and performed certain services relating to the Hillbloom matter. Plaintiff was also asked to travel to Guam and other locations for meetings and other matters related to the work. Defendants deny the remaining allegations of said paragraph.

10. As to paragraph 15 of the First Amended Complaint, Defendants deny that Plaintiff was instructed to perform work related to the Hillbloom vs. Price Waterhouse matter, but admit that Plaintiff provided certain services relating to other matters. Defendants leave Plaintiff to his proof as to the work performed.

11. As to paragraph 16 of the First Amended Complaint, Defendants admit that Plaintiff performed work for Defendant INOKO, LLC and deny the remaining allegations of said paragraph.

12. As to paragraphs 37 (second paragraph numbered "37" under section IV), 41, 44, 46, 49, 56, 63, 70, 74, 80, and 83 of the First Amended Complaint, Defendants reallege, reaffirm and incorporate herein by reference its responses stated herein above.

13. Defendants deny each and every paragraph of the First Amended Complaint not heretofore admitted or denied.

THIRD DEFENSE

14. This Court lacks personal jurisdiction of the Defendants as they are citizens of Guam and the cause of action arose in Guam.

FOURTH DEFENSE

15. Defendants intend to rely upon the defenses of statute of frauds and laches.

FIFTH DEFENSE

16. Defendants intend to rely upon the defense of unclean hands.

SIXTH DEFENSE

17. Defendants intend to rely upon the defense of fraud in the inducement.

SEVENTH DEFENSE

18. Plaintiff has submitted fraudulent invoices for work that he has not performed and costs that were not appropriately incurred.

EIGHTH DEFENSE

19. Plaintiff's claim for emotional distress arising from allegations of pecuniary loss is not authorized by Hawaii law.

NINTH DEFENSE

20. Defendant Anna Lujan is not personally liable for the alleged indebtedness of a corporate entity in which she has an ownership interest and the claim against her is frivolous.

TENTH DEFENSE

21. Defendants reserve each and every affirmative defense for which a basis is revealed through the course of discovery.

DATED: Honolulu, Hawaii, October 24, 2014.

/s/ Randall L.K.M. Rosenberg
RANDALL L.K.M. ROSENBERG

Attorneys for Defendants
David J. Lujan, Anna B. Lujan and
INOKO LLC

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Plaintiff,)	
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DAVID J. LUJAN; ANNA B.)	
LUJAN; INOKO LLC, a Hawaii)	
limited liability company and DOE)	
DEFENDANTS 1-20,)	
)	
Defendants.)	
)	

DEMAND FOR JURY TRIAL

Defendants David J. Lujan, Anna B. Lujan, and Inoko LLC, hereby demands a trial by jury on all issues presented by the Complaint so triable.

DATED: Honolulu, Hawaii, October 24, 2014.

/s/ Randall L.K.M. Rosenberg
RANDALL L.K.M. ROSENBERG

Attorneys for Defendants
David J. Lujan, Anna B. Lujan and
INOKO LLC

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)	
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)	

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing upon filing shall be duly served on the following individual(s) on 10-24-14, via u.s. mail at his last known address listed below:

Stacy Moniz
47-563 Hua Place
Kaneohe, Hawaii 96744

Plaintiff *Pro Se*

DATED: Honolulu, Hawaii, October 24, 2014.

/s/ Randall L.K.M. Rosenberg
RANDALL L.K.M. ROSENBERG

Attorneys for Defendants
David J. Lujan, Anna B. Lujan and
INOKO LLC